

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Ronald G. McComas

Debtor

US BANK NATIONAL ASSOCIATION AS  
TRUSTEE FOR PENNSYLVANIA HOUSING  
FINANCE AGENCY

Movant

vs.

Ronald G. McComas

Debtor

Robyn McComas

Co-Debtor

William C. Miller Esq.

Trustee

CHAPTER 13

NO. 14-16171 ELF

11 U.S.C. Sections 362 and 1301

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtors' residence is **\$2,045.73**, which breaks down as follows;

Post-Petition Payments:	October 2018 at \$985.00/month
Late Charges:	September 2018 at \$29.73/month
Fees & Costs Relating to Motion:	\$1,031.00
<b>Total Post-Petition Arrears</b>	<b>\$2,045.73</b>

2. The Debtors shall cure said arrearages in the following manner;

a). Beginning on November 1, 2018 and continuing through July 1, 2019, until the arrearages are cured, Debtors shall pay the present regular monthly payment of **\$985.00** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of **\$227.31 from November 2018 to June 2019 and \$227.35 for July 2019** towards the arrearages on or before the last day of each month at the address below;

**PHFA Loan Servicing Division  
211 North Front Street  
Harrisburg, Pennsylvania 17101**

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtors provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtors and Debtors' attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

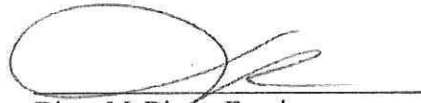
8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

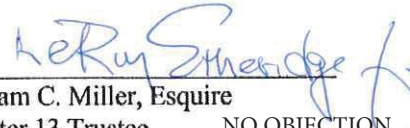
Date: October 11, 2018

By: /s/ Kevin G. McDonald, Esquire  
Attorney for Movant

Date: 10-18-18

  
Diana M. Dixon, Esquire  
Attorney for Debtors

Date: 10/24/18

  
William C. Miller, Esquire  
Chapter 13 Trustee

NO OBJECTION  
\*without prejudice to any  
trustee rights or remedies.

**ORDER**

Approved by the Court this 29th day of October, 2018. However, the court retains discretion regarding entry of any further order.



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Bankruptcy Judge  
Eric L. Frank